

Law Office of Donald Neidhardt

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P.O. Box 27
Lanoka Harbor, N.J.

Thank you for contacting the Law Office of Donald Neidhardt. During these difficult economic times you need a law firm that has the experience and expertise to successfully negotiate with your lender. We are consumer and homeowner advocates that will protect you and your home.

We will take the appropriate steps with your lender to restructure your current loan by providing you with a unique, professional plan that you and your lender can accept. This will likely allow you to have a fixed interest rate and a lower monthly payment ensuring you can afford your monthly payment.

Our specialists at the firm fully understand the serious nature of your financial difficulties and are aware that you may only have a short time to overcome the real possibility of a potential foreclosure. The key to our high rate of success is constructing a financial plan that you and your lender can approve and, most importantly, that you are able to perform. Unfortunately, when individuals try to work directly with lenders there is a high failure rate and even if some modification is achieved it may not be the best possible case. We only accept cases where we believe we can be successful. We are experts in this area of the law and when you are represented by an attorney you have an important ally in your corner during this process. We take loan modification seriously and we will not tolerate any abuse of our clients by the banks.

The faster we start the modification process and the more time we have to work the greater the likelihood of optimal success. This modification will result in a permanent change in one or more terms of a mortgagor's loan, which allows the loan to be reinstated, and results in a payment the homeowner can afford. This type of loan restructuring is an important part of foreclosure defense process and is the best option for those who wish to keep their homes. Loan modifications typically involve a reduction in the interest rate or an extension in the term of the loan. A reduction in principal, while not as common, is also possible. In some cases a different type of loan or a combination of types of relief may be available.

A loan modification will change your existing mortgage loan and give you a fresh new start in managing your home. Your account will be immediately brought up to date and provide you with the peace of mind associated with an improved, manageable financial situation.

To get started simply sign and return the enclosed retainer agreement. We will contact you shortly for further documentation.

Respectfully Yours

Donald Neidhardt
Attorney-at-Law

Sample Hardship Letter

A hardship letter is something most mortgage companies will require to consider your case. This is your opportunity to appeal to them to give you a chance at getting a resolve. This letter should not be used to complain to what they have done or not done to make your situation worse. This letter must be honest and represent the facts clearly. You must also have a legitimate excuse for falling behind. Loss of a job, death in the family, rate adjusted or an illness would be acceptable reasons to fall behind on your mortgage temporarily. Here is one example of a letter that the Mortgage Company is looking for.

Name:(Your Name)

Address: (Your Address)

Loan#: (Your Loan Number)

I/We (Your Name), are requesting that you review my/our financial situation to see if I/We qualify for a short pay-off / modification (you will include the option that applies to your situation) of our loan.

I/We are having problems making my/our monthly payments because of financial difficulties created by (choose from the following options and describe the situation):

Unemployment

Reduced Income

Divorce

Separation

Medical Bills

Too Much Debt

Death of my Spouse

Death of a Family Member

Payment Increase

Business Failure

Job Relocation

Illness

Damage to Property

Military Service

Incarceration

Other (Please Specify)

Please sign and date this letter!!!

Monthly Financial Worksheet

Income Homeowner 1		Income Homeowner 2	
Net Income			
Overtime wages			
Commission bonuses			
Social security payments			
Disability (short term/long term)			
Unemployment			
Child Support/ Alimony			
Other Income (interest, rental, trust, ect)			
<u>Total Monthly Net Income</u>			
Current Employment Status (Circle One) Employed Unemployed Self Employed		Current Employment Status (Circle One) Employed Unemployed Self Employed	
<u>Assets</u>			
Cash		Retirement Account (401k,IRA, ect)	
Checking accounts		Investment accounts (stocks, bonds, ect)	
Savings accounts		Other	
<u>Expenses</u>			
Housing		Food	
Mortgage		Groceries/household supplies	
Second Mortgage		Dining out	
HOA			
Home repair		Loans	
Home maintenance		Personal	
Property taxes (If not in mortgage)		Student	
<u>Utilities</u>		Credit Card	
Phone		Credit Card	
Cell phones		Credit card	
Electricity		School tuition	
Gas/Oil		Legal	
Water and Sewer		Attorney	
Cable TV / Internet		Alimony	
<u>Transportation</u>		Payments on Lien(s) or Judgments(s)	
Number of Autos			
Vehicle One loan payment		Personal	
Vehicle Two loan payment		Entertainment	
Bus/Taxi fare		Travel	
Insurance		Medical	
Fuel		Dry cleaning	
Maintenance		clothing	
<u>Insurance</u>		Charity	
Homeowners (If not included in mortgage)		Children	
Health		Child care	
Life		Child support	
Hazard Insurance		Pet care	
		Miscellaneous	
		Club Union dues	

Signature: _____ **DATE:** _____

Monthly Financial Worksheet

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Electricity		School tuition	
Gas/Oil		Legal	
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Cable TV / Internet		Alimony	
<u>Transportation</u>		Payments on Lien(s) or Judgments(s)	
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Homeowners (If not included in mortgage)		Children	
Health		Child care	
Life		Child support	
Hazard Insurance		Pet care	
		Miscellaneous	
		Club Union dues	

Signature: _____ **DATE:** _____

Sample Financial Support Letter

Family Members Name
Address
Phone

To whom it may concern:

I (Family member name) as the (relationship, father, mother, brother, sister, cousin, ect) of (Borrowers name) agree to provide financial support to (Borrowers name) in the amount of (dollar amount) per month for as long as necessary.

Signed and dated

OR

Family Members Name
Address
Phone

To whom it may concern:

I (Family member name) as the (relationship, father, mother, brother, sister, cousin, ect) of (Borrowers name) certify that I am helping him financially to pay his bills with the amount of (dollar amount) per month due to an illness that he suffered back in January 2009. Any additional information please contact me at (phone). Thank you very much.

Signed and dated

Demand Notice

Lender _____ Loan # _____

Lender _____ Loan # _____

We have included in the document packet that we forwarded for your review a specific authorization to negotiate on behalf of our client _____.
This document has the effect of a statutory power of attorney and may not be treated as a nullity by your company.

For your convenience, we will be happy to have our clients execute an additional authorization prepared by you and forwarded to us. However, this in no way diminishes the authority granted to us by the client and the negotiation/modification process cannot be held in abeyance pending execution of the bank's form. We will do this so as to expedite the overall process.

If you care to discuss this matter further, please contact the undersigned.

Thank you for your courtesy and cooperation in this matter

Signature

Date

▶ **Request may not be processed if the form is incomplete or illegible.**

Tip. Use Form 4506T-EZ to order a 1040 series tax return transcript free of charge.

1a Name shown on tax return. If a joint return, enter the name shown first.	1b First social security number on tax return
2a If a joint return, enter spouse's name shown on tax return.	2b Second social security number if joint tax return

3 Current name, address (including apt., room, or suite no.), city, state, and ZIP code

4 Previous address shown on the last return filed if different from line 3

5 If the transcript is to be mailed to a third party (such as a mortgage company), enter the third party's name, address, and telephone number. The IRS has no control over what the third party does with the tax information.

Third party name	Telephone number
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Address (including apt., room, or suite no.), city, state, and ZIP code

6 **Year(s) requested.** Enter the year(s) of the return transcript you are requesting (for example, "2008"). Most requests will be processed within 10 business days.

Caution. If the transcript is being mailed to a third party, ensure that you have filled in line 6 before signing. Sign and date the form once you have filled in line 6. Completing these steps helps to protect your privacy.

Note. If the IRS is unable to locate a return that matches the taxpayer identity information provided above, or if IRS records indicate that the return has not been filed, the IRS may notify you or the third party that it was unable to locate a return, or that a return was not filed, whichever is applicable.

Signature of taxpayer(s). I declare that I am the taxpayer whose name is shown on either line 1a or 2a. If the request applies to a joint return, **either** husband or wife must sign. **Note.** For transcripts being sent to a third party, this form must be received within 120 days of signature date.

Sign Here	▶ Signature (see instructions)	Date	Telephone number of taxpayer on line 1a or 2a
	▶ Spouse's signature	Date	

Purpose of form. Individuals can use Form 4506T-EZ to request a tax return transcript that includes most lines of the original tax return. The tax return transcript will not show payments, penalty assessments, or adjustments made to the originally filed return. You can also designate a third party (such as a mortgage company) to receive a transcript on line 5. Form 4506T-EZ cannot be used by taxpayers who file Form 1040 based on a fiscal tax year (that is, a tax year beginning in one calendar year and ending in the following year). Taxpayers using a fiscal tax year must file Form 4506-T, Request for Transcript of Tax Return, to request a return transcript.

Use Form 4506-T to request the following.

- A transcript of a business return (including estate and trust returns).
- An account transcript (contains information on the financial status of the account, such as payments made on the account, penalty assessments, and adjustments made by you or the IRS after the return was filed).
- A record of account, which is a combination of line item information and later adjustments to the account.
- A verification of nonfiling, which is proof from the IRS that you did not file a return for the year.
- A Form W-2, Form 1099 series, Form 1098 series, or Form 5498 series transcript.

Form 4506-T can also be used for requesting tax return transcripts.

Automated transcript request. You can call 1-800-829-1040 to order a tax return transcript through the automated self-help system. You cannot have a transcript sent to a third party through the automated system.

Where to file. Mail or fax Form 4506T-EZ to the address below for the state you lived in when that return was filed.

If you are requesting more than one transcript or other product and the chart below shows two different RAIVS teams, send your request to the team based on the address of your most recent return.

If you filed an individual return and lived in:

Florida, Georgia, North Carolina, South Carolina

Alabama, Kentucky, Louisiana, Mississippi, Tennessee, Texas, a foreign country, or A.P.O. or F.P.O. address

Alaska, Arizona, California, Colorado, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Utah, Washington, Wisconsin, Wyoming

Arkansas, Connecticut, Delaware, District of Columbia, Maine, Maryland, Massachusetts, Missouri, New Hampshire, New Jersey, New York, Ohio, Pennsylvania, Rhode Island, Vermont, Virginia, West Virginia

Mail or fax to the "Internal Revenue Service" at:

RAIVS Team
P.O. Box 47-421
Stop 91
Doraville, GA 30362
770-455-2335

RAIVS Team
Stop 6716 AUSC
Austin, TX 73301
512-460-2272

RAIVS Team
Stop 37106
Fresno, CA 93888
559-456-5876

RAIVS Team
Stop 6705 P-6
Kansas City, MO 64999
816-292-6102

Signature and date. Form 4506T-EZ must be signed and dated by the taxpayer listed on line 1a or 2a. If you completed line 5 requesting the information be sent to a third party, the IRS must receive Form 4506T-EZ within 120 days of the date signed by the taxpayer or it will be rejected.

Transcripts of jointly filed tax returns may be furnished to either spouse. Only one signature is required. Sign Form 4506T-EZ exactly as your name appeared on the original return. If you changed your name, also sign your current name.

Privacy Act and Paperwork Reduction Act Notice. We ask for the information on this form to establish your right to gain access to the requested tax information under the Internal Revenue Code. We need this information to properly identify the tax information and respond to your request. Sections 6103 and 6109 require you to provide this information, including your SSN. If you do not provide this information, we may not be able to process your request. Providing false or fraudulent information may subject you to penalties.

Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation, and cities, states, and the District of Columbia for use in administering their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file Form 4506T-EZ will vary depending on individual circumstances. The estimated average time is: **Learning about the law or the form, 9 min.; Preparing the form, 18 min.; and Copying, assembling, and sending the form to the IRS, 20 min.**

If you have comments concerning the accuracy of these time estimates or suggestions for making Form 4506T-EZ simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:T:SP, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. Do not send the form to this address. Instead, see *Where to file* on this page.

LOAN MODIFICATION RETAINER AGREEMENT

I/We, _____ (CLIENT) hereby agree that we shall be receiving services from the Law Office of Donald Neidhardt (ATTORNEY), on the terms listed below.

SCOPE OF SERVICES:

By signing this document, the Client agrees to enter into this Loan Modification Retainer Agreement (AGREEMENT), for the purpose of trying to obtain a loan modification on the real property located at:

Client understands that this Agreement does not cover any legal services beyond the scope listed above unless agreed upon separately in another agreement. Client understands that this Agreement does not cover Court appearances and is limited to research and negotiation regarding the above property. Client understands that he/she may retain this office or other legal representation if additional work becomes necessary. Client understands that attorney and his authorized representatives will do their due diligence to find solutions for Client to keep his/her property through a loan modification. Client understands these solutions may affect their mortgage principal and payment plans. Attorney and his authorized representative(s) will advise Client of his/her options, however, Client has the sole authority to make all final decisions.

Client understands that the loan modification may take some time. Client understands that the Attorney or his representative(s) will be in contact with Client as necessary regarding the application process. Client understands that late payments and delinquency in payments will adversely affect their credit score. Client understands that lenders may continue to call Client if Client is in default or delinquent.

CLIENT'S DUTIES:

Client agrees to be truthful with Attorney, to cooperate, to keep Attorney informed of developments, to abide by this Agreement, to pay legal bills on time, and keep Attorney informed of Client's address, telephone number and whereabouts. Clients must immediately provide any documentation or correspondence received from the Lender to the Attorney.

CONDITIONS/ RETAINER:

This Agreement will not become effective until Client has completed forms provided at the time of the execution of the Agreement; submitted all documents to the representative

of the Attorney at the time of intake and paid an initial retainer payment or payment in full. We request that you make payment in full. Should you need to make payments please see payment schedule below.

FEES AND BILLING PRACTICES:

A total fee of \$ _____, will be due for the completion of your loan modification.

This fee includes \$ _____, for a first mortgage or Deed of Trust.

An additional fee of \$ _____, will be applied to each additional mortgage or Deed of Trust.

The total fee will be split into payments as follows:

1. A minimum retainer deposit, of no less than \$ _____ is due in order to have work started as indicated in the "Conditions/Retainer" paragraph above.
2. A second payment of \$ _____ is due within thirty (30) days of the signing of this Agreement.
3. A third payment of \$ _____ is due within sixty (60) days of the signing of this Agreement.
4. Final payment of \$ _____ is due within ninety (90) days of the signing of this Agreement.
5. Failure to make the agreed upon payments may cause the Law Office of Donald Neidhardt to withdraw from further services.

Please make all checks payable to Donald Neidhardt Esq.

YOUR RETAINER FEES WILL COVER THE FOLLOWING SERVICES:

1. Negotiation with Lender's Loss Mitigation Department
2. Financial Information Research
3. Paperwork processing
4. Consultation with client.

Other fees may be based on the complexity of the Client's issue; however, Client shall be informed beforehand of the additional work Attorney recommends before the imposition of additional fees. Client understands specifically that the fees detailed in this Agreement are for compiling of any all lender required information, including but not limited to, Income and Expenses, Hardship Letter, Profit & Loss Statement, etc. The Client's information will be presented to the Lender for its review and possible modification of the current mortgage payment, interest rate and/or balance. All efforts will be made to achieve a modification or adjustment and the full balance of the fee is deemed earned upon the offer of any of the above types of relief.

DISCLAIMER OF GUARANTEE OF SPECIFIC RESULTS:

Nothing in this Agreement and nothing in Attorney's or Attorney's representative's statements will be construed as a promise or guarantee about the outcome of the Client's matter. Attorney or his representatives make no such promise or guarantees. There can be no assurance that a modification of payment, interest rate or balance will be obtained for Client. Attorney and representatives' comments about the outcome of Client's matter are expressions of opinion only.

Our legal staff and modification specialists will carefully review and evaluate your individual economic circumstances prior to advising you if we believe we will be successful in obtaining a mortgage modification. We will also advise you if we do not believe we will be successful.

Once you retain the Office we offer a money back guarantee. If we are unable to secure an offer of modification we will refund your money to you.

There are other services listed below that we can consider to assist you. Any such services will be presented to Client to consider further and will require an additional Agreement to be entered into before Attorney will be bound to perform such services. It should also be noted that Donald Neidhardt Esq. is licensed to practice law in New York State. Should you require legal representation in another state you will have to retain counsel licensed in that state. We can assist you in retaining counsel or you may do so on your own.

These possibilities are as follows:

1. Bankruptcy
2. Forensic Investigation
3. Short Sale Negotiations
4. Foreclosure Forbearance
5. Appearing for Client in a Foreclosure Action

RETENTION OF FIRM RATHER THAN A PARTICULAR ATTORNEY:

Client understands that Client is retaining a law firm, not any particular attorney, and the services provided to Client will not necessarily be performed by any particular attorney. Moreover, paralegal or clerical staff members will perform many of the services to be performed.

ENTIRETY/ SEVERABILITY:

This Agreement is the entire agreement of the involved parties. This Agreement may not be amended unless in writing and signed by all parties. If any portion of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that

provision and of the entire Agreement will be severable and remain in effect. All issues and disputes that arise under this Agreement shall be governed by New York Law and will be limited to mediation.

ACKNOWLEDGMENT AND BINDING SIGNATURES:

I/We have read and understood the foregoing terms and agree to be bound by them. If more than one party signs below, we agree to be liable jointly and severally for all obligations under this Agreement. By signing this Agreement, I/We acknowledge receipt of a copy of this Agreement.

Signed this _____ day of _____ 2010.

CLIENT

CLIENT